



May 14, 2018

SUBJECT: NOTICE INVITING BIDS (“NIB”) No. 18-047CA

SECTION I

INVITATION

The City of Corona (“City”) invites bids from qualified vendors for:

Cationic/Anionic Polymers for Potable Water and Water Reclamation Treatment

Please read this entire NIB package, paying particular attention to due dates, the Instructions to Bidders, Technical Specifications, and Bid Content and Forms. Bids must contain all requested information and forms and must be signed by an authorized agent of the offering company, in order to be considered responsive.

Tentative NIB Schedule (Subject to change at City’s discretion)

1.	Issue NIB	May 14, 2018
2.	Advertise in Press Enterprise	May 16, 2018
3.	Sludge & Water Samples Available	May 23, 2018; 10:30 a.m.
4.	Written Questions from Bidders Due	May 30, 2018; 5:00 p.m.
5.	Responses from City Due	June 5, 2018
6.	Bids Due	June 18, 2018; 2:00 p.m.
7.	Bid Evaluation Completed	June 20, 2018
8.	Council Award of Bid	July 18, 2018

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SECTION II.

INSTRUCTIONS TO BIDDERS

A. Pre-Bid Meeting

N/A

B. Vendor Polymer Testing & Selection

1. City will provide prospective bidders with samples of its raw water, digested sludge, GBT blended sludges, and raw influent for bidders' use in determining which of their products best meets the City's needs. Sludge and water samples will be available for pick up by bidders from the City's Water and Water Reclamation Treatment facilities noted below.

Water Treatment	Water Reclamation
Lester Water Treatment Facility 2970 Rimpau Ave. Corona, CA 92881	Water Reclamation Facility 1 2205 Railroad Street Corona, CA 92880
Contact: Justin Amon, Chief Water Operator Phone: 951- 736-2481 Email: justin.amon@CoronaCA.gov	Mauro Casas, Lead Operator Phone: 951-903-9336 Email: mauro.casas@CoronaCA.gov

All requests for samples must be received by the City a minimum of 24 hours in advance of the sample pick up date and time. Bidders shall provide their own appropriately sized sample jars, buckets or other containers, properly labeled with bidder's information. Sample containers may be shipped in advance by bidders to each facility for the polymer applications they wish to bid. Bidders are required to pick up their samples in person from each facility and shall contact the Chief Water Operator, Justin Amon and the Lead Operator, Mauro Casas, to schedule pick up dates and times. By no means will the City ship samples to potential bidders.

2. Bidders shall calculate their Polymer bid prices by inserting the test results of their products and their per pound prices into the equations provided and entering the final Cost Effectiveness values where indicated.

Water Reclamation:

Cationic Polymer (**Belt Press function**) calculation will be based on bidder's dose rate in gallons per hour of polymer required per one hundred gallons a minute of digested sludge being dewatered to a minimum of 14% dry cake.

Cationic Polymer (**GBT function**) calculation will be based on bidder's dose rate in gallons per hour of polymer required per three hundred gallons a minute of blended WAS & Primary sludge being thickened to a minimum of 3.0% solids.

Anionic Polymer (**Primary Settling**) calculation will be based on bidder's dose rate in gallons per hour of polymer required to consistently achieve a settling rate of 300 CC/L minimum

Potable Water Treatment:

Cationic Polymer (**Water Treatment**) calculation will be based on bidder's dose rate in ML/m

Cationic Polymer (**Gravity Thickener**) calculation will be based on bidder's dose rate in ML/m

Bidders shall insert their test results for the polymer applications they wish to bid in the appropriate spaces in Section IV Price Form and then insert their per pound bid price where indicated.

All bid results for Cationic Polymer(s) used to determine the lowest responsible bidder will be based solely on the Cost Effectiveness values with minimum results achieved.

All bid results for Anionic Polymer used to determine the lowest responsible bidder will be based on achieving settleometer test result of 300 CC/L and lowest per pound bid price.

C. Examination of Bid Documents

1. By submitting a bid, Bidders represent that they have thoroughly examined and become familiar with the items required under this NIB and that they are capable of quality performance to achieve the City's objectives.
2. By submitting a bid, Bidders represent they have thoroughly examined their test results have achieved the minimum results or better that was stated by the City.
3. The City reserves the right to remove from its mailing list for future NIBs, for an undetermined period of time, the name of any Bidder for failure to accept a contract, failure to respond to two (2) consecutive NIBs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

4. Prior to submitting a bid, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

D. Addenda

Substantive City changes to the requirements contained herein will be made by written addendum to this NIB. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of oral instruction or communication.

E. Clarifications

1. Examination of Documents

Should a Bidder require clarifications of this NIB, the Bidder shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter.

2. Submitting Requests

With the exception of oral questions asked at a pre-bid meeting, all questions, clarifications or comments shall be submitted in writing via email to carolyn.appelt@coronaca.gov and must be received by the City no later than **5:00 p.m., May 30, 2018**. Inquiries received after this date and time will not be accepted. It is the sole responsibility of the bidder to call 951-279-3620 or email carolyn.appelt@coronaca.gov to ensure that all written questions, clarifications or comments were received by the City.

3. City Responses

- a. Responses from the City will be communicated in writing via email to all known recipients of this NIB, by way of Addendum, and posted on the Purchasing Division's Bid Opportunities webpage on the City of Corona website at:

<https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4>

no later than 72 hours prior to Bid Due Date and Time. It is the responsibility of each bidder to ensure they have received all addenda prior to submitting a bid.

- b. The Tentative Schedule may change at any time. Any and all Changes to the Tentative Schedule will be made by way of Addendum. If an Addendum is issued less than 72 hours before the bid due date and time, the bid due date will be extended.

F. Informed Bidders

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

G. Submission of Bids

1. Date and Time

All bids are to be submitted to the City of Corona Administrative Services Department – Purchasing Division, Attention: Carol Appelt. Bids **must** be received no later than **2:00 p.m., June 18, 2018**. Bids received after this time and date shall be rejected by the City as non-responsive (NO EXCEPTIONS).

2. Address

Bids shall be addressed as follows:

City of Corona
Administrative Services Department - Purchasing Division
Attn: Carol Appelt, Purchasing Specialist IV
400 S. Vicentia Ave., Suite 320
Corona, CA 92882

Bidder shall place their signed bid and supporting documents as set forth herein along with any other required materials in an envelope, sealed, addressed and delivered in person or mailed, postage prepaid, to the City at the place and to the attention of the person stated above.

It is the sole responsibility of bidders to ensure that their bids are received at the **time and place** indicated in the NIB. **Late or misdirected bids shall be rejected and unopened without exception. Postmarks are not accepted.**

No oral or telephone bids will be considered. No forms transmitted via the internet, e-mail, facsimile or any other electronic means will be considered unless specifically authorized by City as provided herein.

3. **Identification of Bids**

Bidder shall submit a bid package consisting of:

- a) **signed original** of its bid;
- b) completed and signed Price Form;
- c) Information Required of Bidders Form;
- d) Customer Experience/Reference Form;
- e) Non-Collusion Declaration;
- f) Local Bidder Preference Statement (if applicable);
- g) Industrial Safety Record Form
- h) Representative Certificate of Analysis
- i) Product Bulletin & Typical Properties
- j) Current Material Safety Data Sheet
- l) Name and address of polymer(s) manufacturer(s)

Bidders may submit bids for one or more bulk chemicals. Potable Water and Water Reclamation polymers shall be bid separately utilizing the City's Bid/Price Form included herein. Bid packages shall be addressed as shown in Section II.G.2 above, bearing the Bidder's name and address and clearly marked as follows:

**“NIB No. 18-047CA:
Cationic/Anionic Polymers
for Potable Water and Water Reclamation Treatment”**

4. **Acceptance of Bids**

- a. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
- b. The City reserves the right to withdraw this NIB at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this NIB.
- b. The City reserves the right to postpone bid opening for its own convenience.

H. Bid Withdrawal.

Prior to bid opening, a bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative. Such request must be received by Carol Appelt. After that time, Bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw their bid(s).

I. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

1. preparing its bid in response to this NIB;
2. submitting that bid to City;
3. negotiating with City any matter related to this bid; or
4. any other expenses incurred by the Bidder prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

J. Contract Award

Issuance of this NIB and receipt of bids does not commit the City to award a Purchase Order. The City reserves the right to award to other than the selected Bidder(s) should the selected Bidder(s) fail to accept award.

The City shall award to the lowest responsive, responsible bidder for each individual polymer product bid based on the following:

1. Cationic Polymer Products - lowest cost effectiveness per pound price for each product bid
2. Anionic Polymer - lowest cost based on the test results and per pound bid price

This is not an all or nothing bid. The City reserves the right to award to more than one bidder or to award portions of the bid to one or more bidders.

K. Acceptance of Order

The successful bidder(s) will be required to accept a Purchase Order and/or execute a written Agreement (if a Form of Agreement is included in this NIB) in accordance with and including as a part thereof this NIB, including all

requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement. City reserves the right to reject excepted or conditional bids at its sole discretion.

L. Force Majeure

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

M. Laws Governing Contract

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

N. Primary Bidders

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. **A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.**

O. Special Provisions for Materials and Equipment

1. **SAFETY REQUIREMENTS.** Bidder, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Department of Industrial Relations and must adhere to all state, federal and Occupational Safety and Health Act (OSHA) safety standards while on City premises. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders.

The City reserves the right to refuse any shipment, at its sole discretion, which cannot be unloaded using safe and proper techniques. Any such refusal by City shall result in the return of the chemical at Bidder's sole expense.

If requested by the City, the successful Bidder or their agent providing transportation and delivery of the chemical being supplied, shall provide chemical safety training on the safe handling and use of emergency procedures in the event of a leak or spill. The safety training may be performed at least once per year at City's facilities and prior to commencing deliveries. This training shall be offered at no additional cost to the City. The successful Bidder or their agent may be asked to review City work site safety materials and agree to provide, if requested by City, a signed acknowledgement of their receipt of the site safety materials.

2. **SAFETY GEAR AND PROTECTION AT THE WORK SITE.** The successful Bidder or their agent shall furnish, and all driver/delivery personnel shall have on hand and wear at all times, appropriate personal protective clothing and equipment (PPE) required to off-load the chemical based upon the degree of hazard at time of delivery. At minimum, City work site safety PPE requirements include, but are not limited to, hard hat, safety shoes, orange or yellow reflective safety vest, eye protection, long trousers, and wheel chocks. Driver must be aware of surrounding chemical storage areas and any possible reactivity in the event of a spill or leak while off-loading. The use of wheel chocks by the successful Bidder or their agent providing transportation and delivery of the chemical shall be mandatory during the entire dispensing process.
3. **SPILLAGE REQUIREMENTS.** The successful Bidder or their agent shall be properly trained and thoroughly familiar with the related hazards, safety measures, and spill clean-up procedures required for the Cationic Polymer/Anionic Polymers during delivery. Should a spill or leak, regardless of size, result due to negligence, faulty equipment, or inferior packaging on the part of the Bidder or their agents, Bidder and their agents shall be responsible for immediate clean-up of the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up.

It shall be the Bidder's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with the City's requirements and any and all applicable laws and regulations, including but not limited to State, Federal and OSHA regulations. All material associated with such clean-up operations must be hauled away by Bidder and lawfully disposed of at no charge to the City. The City's property must not be used for such disposal. If the spill is not cleaned up, the City will hire a certified hazardous materials handling company to clean up the spill, and the costs incurred, including any fines or penalties which may be imposed by regulating authorities, will be charged to the Bidder. The chemical must stay in the possession of the successful Bidder and must not be unloaded until accepted by the City. Successful Bidder or their agent shall monitor the entire dispensing process.

4. **MATERIAL SAFETY DATA SHEET (MSDS).** Bidders shall submit a current MSDS for the chemical(s) offered with their bid. Bidder's failure to provide a current MSDS with their bid may result in rejection of the bid as non-responsive. The successful Bidder shall also provide a current MSDS for each chemical load at time of delivery to each delivery point location.
5. **ESTIMATED QUANTITY.** The quantities listed in the Technical Specifications/Special Provisions are estimates of anticipated usage for a 12-month period and are provided for informational purposes only. Nothing in these estimated quantities must be construed as obligating the City to purchase specific quantities, as the quantities may vary depending upon actual operating conditions and demand during the contract term. Orders for delivery will be placed on an "as needed" basis.
6. **AUTHORIZED DISTRIBUTOR.** Successful Bidder must be an authorized distributor for the product he offers, or with his bid, he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.
7. **BRAND NAMES.** Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternate brands that meet or exceed the quality of the specifications listed for any item.
8. **BRAND SUBSTITUTIONS.** Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City will be the sole judge of whether such alternates are equivalent to the items specified. The City reserves the right to waive immaterial variations in the specifications.
9. **COMPLIANCE WITH OSHA.** Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.
10. **F.O.B. POINT & SHIPPING CHARGES.** All prices shall be quoted F.O.B. destination, Corona, California.

11. **MANUFACTURER & TRADE NAME/NUMBER.** On the bid form, Bidder must state the manufacturer's name(s) and product trade name/number of each item proposed.
12. **NEW AND UNUSED.** Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.
13. **CITY OF CORONA BUSINESS LICENSE.** The successful bidder(s) and any sub-contractors are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Contract. **The Business License is not a prerequisite for submission of a bid.** Inquiries regarding Business License may be answered by calling (951) 736-2275. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

P. Filing of Bid Protests

Bidders may file a "protest" of a Bid with the City's Purchasing Manager. In order for a Bidder's protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days after the bid opening date;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the City's Purchasing Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protestor.

Q. Local Bidder Preference Program

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

R. Public Records

Responses (bids) to this Notice Inviting Bids (NIB) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona’s use and disclosure of its records are governed by this Act.

Those elements in each bid which bidder considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” by proposer. The City of Corona will use its best efforts to inform bidder of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for

the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the bidder considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a bidder's proposal marked "Confidential", "Proprietary", or "Trade Secret", bidder shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, bidders are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the bid documents. Because the bid documents are available for review by any person after award of a contract resulting from an NIB, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," "Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

S. Insurance

1. **Within ten (10) consecutive *calendar days* of award of contract, successful Bidder(s) must furnish the City with Certificates of Insurance proving coverage as specified herein.** Failure to provide and maintain all required insurance shall be grounds for the City to terminate the contract.
2. **Minimum Requirements.** Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:
 - (A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) ***General Liability:*** Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) ***Automobile Liability:*** Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); (3) ***Workers' Compensation and Employer's Liability:*** Workers' Compensation insurance as required by the State of

California and Employer's Liability Insurance; (4) ***Transportation Pollution Liability*** covering materials to be transported; and (5) ***Contractor's Pollution Liability*** applicable to the work being performed.

- (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) ***General Liability: \$2,000,000*** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) ***Automobile Liability: \$2,000,000*** per accident for bodily injury and property damage; (3) ***Workers' Compensation and Employer's Liability:*** Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of ***\$1,000,000*** per accident for bodily injury or disease; (4) ***Transportation Pollution Liability: \$2,000,000*** per accident and covering materials to be transported; and (5) ***Contractor's Pollution Liability:*** Contractor shall procure and maintain, and require its sub-contractors to procure and maintain, for a period of five (5) years following completion of the contract, pollution liability insurance including coverage for bodily injury, property damage, and environmental damage. Such insurance shall be in an amount not less than ***\$2,000,000*** per claim/***\$4,000,000*** policy aggregate and shall be endorsed to include contractual liability and non-owned disposal sites. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available proceeds in excess of the specified minimum limit of insurance and coverage shall be available to the City.
3. Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:
- (A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and

volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

- (B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.
- (C) Automobile Liability/Transportation Pollution Liability. Contractor's Automobile Liability policy shall be endorsed to include Transportation Pollution Liability Insurance, covering material to be transported by the Contractor. Contractor to provide City with a copy of MCS-90 endorsement to the Automobile Liability policy as well as a copy of ISO Form CA 99 48 06 – Pollution Liability – Broadened Coverage for Covered Autos with minimum limits of \$2,000,000 per accident. *The Transportation Pollution Liability coverage requirement may also be provided through the Contractor's Pollution Liability policy.*
- (D) Contractor's Pollution Liability. The pollution liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the work or operations performed by or on behalf of the Contractor, including any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials, if applicable; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.
- (E) All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days' notice of cancellation endorsement is not available

Contractor shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Contractor; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers. Contractor's failure either to obtain or to forward the City any notice of cancellation issued to Contractor shall be considered breach of contract.

4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.
5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.
6. Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.
7. Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before any Work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
8. Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

T. Indemnification

Supplier shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all Claims (as defined below) in any manner arising out of or incident to (i) any acts, omissions or willful misconduct of supplier, its officials, officers, employees, agents, consultants and contractors; (ii) the performance of the work or this contract; and/or (iii) any action for product liability arising from a defect in the design, materials and workmanship of any product provided. Supplier shall defend, at supplier's own cost, expense and risk, any and all Claims of any kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Supplier shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Supplier shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. For the purpose of this provision, "Claims" means claims, actions, or causes of action, regulatory, legislative or judicial proceedings, at law or equity, and all associated liabilities, demands, assessments, levies, losses, fines, penalties, damages, costs and expenses, whether in connection with property or persons, including wrongful death, in each case as awarded by a court or arbitrator, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) all consequential damages and damages that arise as a result of strict liability.

U. Term of Contract

The Initial Purchase Order Period shall be effective on or about July 1, 2018 through June 30, 2020 plus two additional, two (2) year optional renewal periods, on an as-needed basis, with no guaranteed usage for Cationic and Anionic Polymers for Potable Water and Water Reclamation Treatment. Bid Prices shall remain effective and in force for the entire two (2) year Initial Purchase Order period.

City reserves the right to exercise option year renewals at its sole discretion. Should the City elect to exercise the option to extend the contract for one or two additional two (2) year periods, the Parties shall negotiate pricing for such period prior to commencement of each additional two (2) year period. Price adjustments shall be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles-Riverside-Orange County, California, (CPI-U)", not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension

period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

V. Termination

If, for any reason, the successful bidder fails to fulfill in a timely and proper manner his or her obligations under this contract, or if the successful bidder violates any of the provisions of this contract, then the City may terminate the contract by giving written notice to the successful bidder of such termination and specify the effective date thereof at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished work prepared by the successful bidder under this contract may, at the option of the City, become the City's property and supplier may be entitled to receive just and equitable compensation for any satisfactory work.

Reasons for cancellation may include any one or more of the following:

1. The chemical being supplied no longer performs as required.
2. The supplier fails to provide the required MSDS sheets and certificate of analysis with each delivery.
3. The supplier fails to deliver as required.

Termination of the contract pursuant to this paragraph may not relieve the supplier of any liability to City for damages sustained by City because of any breach of contract by supplier, and City may withhold any payments to supplier for the purpose of setoff until such time as the exact amount of damages due City from supplier is determined. In the event the City cancels the contract, the supplier shall not be entitled to damages. Supplier may not terminate this contract except for cause.

W. Assignment:

Bidder shall under no circumstances assign the contract without the prior written consent of the City.

X. Safety Requirements/Violations:

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, bidders must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations. Bidders must identify the number of OSHA violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form. Any serious or willful violation falling within the timeframes noted above may render a bid as non-responsive. We strongly encourage full disclosure, since failure to identify all violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form may result in rejection of the bid as non-responsive or the bidder as non-responsible following a hearing. A citation properly appealed

through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the bidder, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the bid as non-responsive.

Y. References:

Bidders must list a minimum of three municipal or public utility references that have purchased similar chemicals and services from Bidder within the last five (5) years on the form provided herein. Wherever possible, Bidders should provide references for customers from the same region as City.

Z. Order Contact:

Bidders shall indicate on the Information Required of Bidder's form the name, telephone number, and email address of their contact for placing of orders.

AA. Subcontracting:

No portion of the bid award may be subcontracted to another chemical manufacturer or supplier without the prior written approval of the City.

SECTION III.

TECHNICAL SPECIFICATIONS/GENERAL PROVISIONS

WATER RECLAMATION:

General:

The City is seeking sealed bids for the purchase and delivery of Cationic and Anionic Polymers for use in the Belt Press Operation (BPO) and Gravity Belt Thickener (GBT) at two City of Corona Water Reclamation Facilities on an as needed basis. Polymers will be used similarly to the flows stated for bidder's calculations in Section IV Price Form. The polymers to be delivered must meet the requirements and specifications provided herein.

Quantity:

The Estimated Quantity is not a guarantee of actual usage as quantities may vary depending upon actual operating conditions and demand. Orders for delivery will be placed on an "as needed" basis, and the successful bidder(s) shall deliver the required amounts, whether greater or smaller than the Estimated Quantity. At City's discretion at time of order, polymers shall be delivered in bulk storage totes with a capacity of 5 to 275 gallons or 5,000 gallons bulk load.

Bid Evaluation:

Bids for Cationic and Anionic Polymers will be evaluated for:

1. Results of dosing required
2. Bid Responsiveness
3. Cationic Polymer: Cost Effectiveness based on the amount of polymer required for minimum desired results.
4. Anionic Polymer: Passing test results and lowest per pound bid price

Product Specifications:

1. The polymers to be supplied must be available commercially and not experimental grades. All polymers shall:
 - a. Be stable, non-separating liquid polymer;
 - b. Be a polymer product requiring no special activation or special handling procedures;
 - c. Be compatible with plant equipment and procedures;
 - d. Not cause foaming in the filtrate system;
 - e. Have a minimum three-month shelf life from date of delivery;
 - f. Shelf life and storage requirements must be compatible with outdoor Corona climate; and

- g. Be free from suspended matter or sediment or other contaminating substances which could interfere with the normal operation of City's facilities by causing blockage or clogging of feed lines, valves, strainers, measuring devices, etc.

2. Cationic Polymer:

This polymer is used for secondary solids settling, sludge thickening and sludge conditioning for dewatering.

3. Anionic Polymer:

This polymer is used for primary solids settling.

Manufacturer's Information:

Bidders shall submit the following manufacturer's information with their bid. Bidder's failure to provide appropriate manufacturer's documentation with their bid may result in rejection of the bid as non-responsive.

- 1) A representative Certificate of Analysis of the polymers to be supplied as prepared by a certified independent, third party laboratory. Unless specifically requested by City, bidders need only to provide third party certificate of analysis with the initial sample. Upon award of bid, the successful bidder may then provide certificate of analysis from their own labs or QA/QC staff
- 2) Name and address of the polymer(s) manufacturer(s)
- 3) Product Bulletin and Typical Properties
- 4) Current Material Safety Data Sheet

Certificate of Analysis:

Bidders shall submit with their bid a representative Certificate of Analysis for the Cationic and Anionic Polymer products proposed to be supplied by bidder, as prepared by a certified independent, third party laboratory. Bidder's failure to provide a representative Certificate of Analysis with their bid may result in rejection of the bid as non-responsive. Bidders are responsible for finding their own third party independent laboratory. The City only requires independent third-party test results at time of bid submission. Upon award of bid, the successful bidder(s) may provide Certificates of Analysis prepared by their own laboratory or QA/QC staff.

The successful Bidder shall provide Certificates of Analysis to City staff at time of delivery to each delivery point, for the specific batch or lot of polymers delivered.

All Certificates of Analysis shall include the following:

- 1) Product name
- 2) Date of manufacture
- 3) Date of delivery
- 4) Shipper ID

No deliveries will be accepted by the City unless accompanied by said Certificate of Analysis for the specific batch or lot of polymers delivered and the quality specifications provided herein.

Bidders shall include the cost of the Certificate of Analysis in their unit price on the Bid/Price Form.

Conformance To Specifications After Award: All polymers furnished must be satisfactory to the City and shall conform to all specifications contained herein.

At City's discretion, random samples may be evaluated and analyzed by an outside laboratory for compliance with these specifications, and/or the City employee supervising the delivery may inspect or perform simple tests on the chemical before it is accepted for offloading at the point of delivery.

If deficiencies are detected, the unsatisfactory chemical will be rejected, and it shall be the supplier's responsibility to remove and replace any rejected chemical within 48 hours of receipt of notice. If the supplier refuses or neglects to replace the rejected chemical, the chemical will be removed by the City and the cost for removal and disposal shall be billed to the successful Bidder; it may also result in immediate termination of the contract. No charges will be made for any delivered chemical that has been rejected by the City.

Delivery:

FOB Destination, Corona, CA.

At City's discretion at time of order, supplier shall deliver the Cationic and Anionic Polymers in bulk storage totes with a capacity of 5 to 275 gallons or 5,000 gallons bulk load quantities to the facility delivery points listed below. All deliveries shall conform to the following:

- 1) Tote deliveries shall be made within three (3) working days after placement of order. Bulk load deliveries shall be made within 10 working days after placement of order.
- 2) Deliveries shall be made Monday through Sunday (including holidays) between 0800 and 1700 hours. Prior to the actual delivery, the supplier or their agent shall provide the City with a minimum one (1) hour notice by calling City's Representative at 951-830-2396; no exceptions.

- 3) No delivery can be made without a City representative on site.
- 4) Dated delivery bills of lading (“Shipping Tickets”), identifying the Cationic and Anionic Polymers and quantity for each delivery location, must be signed by the driver. The Shipping Tickets must also be signed by the on-site City personnel at time of delivery and a copy of the Shipping ticket provided to him or her. No delivery can be made without a City Representative on site.
- 5) All bulk shipments shall include a weight ticket from a certified weigh station in addition to a shipping manifest. Bidder shall include the cost of the weight ticket in their per unit cost.
- 6) All shipments shall include the most current Material Safety Data Sheet (MSDS) for the specific batch or lot of Cationic and Anionic Polymer delivered.
- 7) All shipments shall include a Certificate of Analysis for the specific batch or lot of chemical delivered.
- 8) Delivery drivers shall be properly licensed by the California Department of Motor Vehicles.
- 9) All Cationic and Anionic Polymers shall be delivered in accordance with the Department of Transportation regulations.

Delivery Locations:

Water Reclamation Facility No. 1
2205 Railroad Street
Corona, CA 92880

Water Reclamation Facility No. 2
650 E. Harrison Street
Corona CA 92879

Quality Assurance:

Delivery truck tanks or trailers and/or bulk delivery storage totes shall be clean and free of residue from previous loads which might contaminate the chemical. It is the supplier’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, discharge hoses, and bulk storage totes used for delivery of the Cationic and Anionic Polymers shall be clean and free from contaminating material.

Delivery drivers shall be prepared to draw a grab sample of the chemical(s) at the City’s request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample and given to the City.

Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City.

Rejection of Deliveries:

The City reserves the right to reject any chemical delivery which has been contaminated or does not meet the quality, regulatory, safety, or delivery requirements and return said delivery to the successful Bidder at no cost to the City. Any shipment not meeting these specifications shall be redelivered by Bidder at Bidder's sole cost and expense within forty-eight (48) hours' notice of the unacceptable delivery.

Container Requirements:

Cationic Polymer must be delivered in a bulk storage tote with a capacity of 5 to 275 gallons or 5,000 gallons bulk load, at City's discretion at time of order.

Anionic Polymer must be delivered in a bulk storage tote with a capacity of 5 to 275 gallons or 5,000 gallons bulk load, at City's discretion at time of order.

Pricing:

Bidders shall include in their unit bid prices all costs incidental to providing, delivering and offloading the chemical(s) to the City's designated delivery points, including but not limited to materials, labor, equipment, apparatus, certification fees, overhead and profit, insurance, delivery and transportation costs, and all applicable taxes (including California sales tax).

Bid prices should be based on bulk load deliveries and shall remain effective and in force for the entire Initial Purchase Order Period. Bidders must consider any anticipated cost fluctuations when preparing their bid.

The successful Bidder shall not invoice for any costs not included on the Bid/Price Form, including but not limited to fuel surcharges or other transportation costs between the supplier and the final delivery points; therefore, Bidders must insure that all costs and/or surcharges are included in their unit bid price even though the Bid/Price Form may not specifically list them.

POTABLE WATER TREATMENT APPLICATION:

General:

The City is seeking sealed bids for the purchase and delivery of Cationic Polymers for use in water treatment and gravity thickener at two City of Corona Water Treatment Facilities on an as needed basis. Polymers will be used similarly to the flows stated for bidder's calculations in Section IV Price Form. The polymers to be delivered must meet the requirements and specifications provided herein.

Quantity:

The Estimated Quantity is not a guarantee of actual usage as quantities may vary depending upon actual operating conditions and demand. Orders for delivery will be placed on an "as needed" basis, and the successful bidder(s) shall deliver the required amounts, whether greater or smaller than the Estimated Quantity. At City's discretion at time of order, polymers shall be delivered in bulk load quantities of 500 to 2,000 gallons or 2,000 to 5,000 gallons.

Bid Evaluation:

Bids for Cationic Polymers will be evaluated for:

1. Results of dosing required
2. Bid Responsiveness
3. Cost Effectiveness based on the amount of polymer required for minimum desired results.

Product Specifications:

4. The polymers to be supplied must be available commercially and not experimental grades. All polymers shall:
 - a. Be stable, non-separating liquid polymer;
 - b. Be a polymer product requiring no special activation or special handling procedures;
 - c. Be compatible with plant equipment and procedures;
 - d. Not cause foaming in the filtrate system;
 - e. Have a minimum three-month shelf life from date of delivery;
 - f. Shelf life and storage requirements must be compatible with outdoor Corona climate; and
 - g. Be free from suspended matter or sediment or other contaminating substances which could interfere with the normal operation of City's facilities by causing blockage or clogging of feed lines, valves, strainers, measuring devices, etc.

5. Cationic Polymer:

This polymer is used for potable water treatment and gravity thickening.

Manufacturer's Information:

Bidders shall submit the following manufacturer's information with their bid. Bidder's failure to provide appropriate manufacturer's documentation with their bid may result in rejection of the bid as non-responsive.

- 1) A representative Certificate of Analysis of the polymers to be supplied as prepared by a certified independent, third party laboratory. Unless specifically requested by City, bidders need only to provide third party certificate of analysis with the initial sample. Upon award of bid, the successful bidder may then provide certificate of analysis from their own labs or QA/QC staff
- 2) Name and address of the polymer(s) manufacturer(s)
- 3) Product Bulletin and Typical Properties
- 4) Current Material Safety Data Sheet

Certificate of Analysis:

Bidders shall submit with their bid a representative Certificate of Analysis for the Cationic Polymer products to be supplied, as prepared by a certified independent, third party laboratory. Bidder's failure to provide a representative Certificate of Analysis with their bid may result in rejection of the bid as non-responsive. Bidders are responsible for finding their own third party independent laboratory. The City only requires independent third party test results at time of bid submission. Upon award of bid, the successful bidder(s) may provide Certificates of Analysis prepared by their own laboratory or QA/QC staff.

The successful Bidder shall also provide Certificates of Analysis to City staff at time of delivery to each delivery point, for the specific batch or lot of chemical delivered.

All Certificates of Analysis shall include the following:

- 1) Product name
- 2) Date of manufacture
- 3) Date of delivery
- 4) Shipper ID

No deliveries will be accepted by the City unless accompanied by said Certificate of Analysis for the specific batch or lot of polymers delivered and the quality specifications provided herein.

Bidders shall include the cost of the Certificate of Analysis in their unit price on the Bid/Price Form.

Conformance To Specifications After Award: All polymers furnished must be satisfactory to the City and shall conform to all specifications contained herein.

At City's discretion, random samples may be evaluated and analyzed by an outside laboratory for compliance with these specifications, and/or the City employee supervising the delivery may inspect or perform simple tests on the chemical before it is accepted for offloading at the point of delivery.

If deficiencies are detected, the unsatisfactory chemical will be rejected, and it shall be the supplier's responsibility to remove and replace any rejected chemical within 48 hours of receipt of notice. If the supplier refuses or neglects to replace the rejected chemical, the chemical will be removed by the City and the cost for removal and disposal shall be billed to the successful Bidder; it may also result in immediate termination of the contract. No charges will be made for any delivered chemical that has been rejected by the City.

Delivery:

FOB Destination, Corona, CA.

At City's discretion at time of order, supplier shall deliver Cationic Polymers in bulk load quantities of 500 to 2,000 gallons or 2,000 to 5,000 gallons, to the facility delivery points listed below. All deliveries shall conform to the following:

- 1) Tote deliveries shall be made within three (3) working days after placement of order. Bulk load deliveries shall be made within 10 working days after placement of order.
- 2) Deliveries shall be made Monday through Sunday (including holidays) between 0800 and 1700 hours. Prior to the actual delivery, the supplier or their agent shall provide the City with a minimum one (1) hour notice by calling City's Representative at 951-317-4611; no exceptions.
- 3) No delivery can be made without a City representative on site.
- 4) Dated delivery bills of lading ("Shipping Tickets"), identifying the Cationic Polymers and quantity for each delivery location, must be signed by the driver. The Shipping Tickets must also be signed by the on-site City personnel at time of delivery and a copy of the Shipping ticket provided to him or her. No delivery can be made without a City Representative on site.
- 5) All bulk shipments shall include a weight ticket from a certified weigh station in addition to a shipping manifest. Bidder shall include the cost of the weight ticket in their per unit cost.

- 6) All shipments shall include the most current Material Safety Data Sheet (SDS) for the specific batch or lot of Cationic Polymer delivered.
- 7) All shipments shall include a Certificate of Analysis for the specific batch or lot of chemical delivered.
- 8) Delivery drivers shall be properly licensed by the California Department of Motor Vehicles.
- 9) All Cationic Polymers shall be delivered in accordance with the Department of Transportation regulations.

Delivery Locations:

Lester Water Treatment Facility
2970 Rimpau Ave.
Corona, CA 92881

Sierra Del Oro (SDO) Water Treatment Facility
2940 Wilderness Circle
Corona, CA 92882

Quality Assurance:

Delivery truck tanks or trailers and/or bulk delivery storage totes shall be clean and free of residue from previous loads which might contaminate the chemical. It is the supplier's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, discharge hoses, and bulk storage totes used for delivery of the Cationic Polymers shall be clean and free from contaminating material.

Delivery drivers shall be prepared to draw a grab sample of the chemical(s) at the City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample and given to the City.

Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City.

Rejection of Deliveries:

The City reserves the right to reject any chemical delivery which has been contaminated or does not meet the quality, regulatory, safety, or delivery requirements and return said delivery to the successful Bidder at no cost to the City. Any shipment not meeting these specifications shall be redelivered by Bidder at Bidder's sole cost and expense within forty-eight (48) hours' notice of the unacceptable delivery.

Container Requirements:

Cationic Polymer must be delivered in bulk load quantities of 500 to 2,000 gallons or 2,000 to 5,000 gallons, at City's discretion at time of order.

Pricing:

Bidders shall include in their unit bid prices all costs incidental to providing, delivering and offloading the chemical(s) to the City's designated delivery points, including but not limited to materials, labor, equipment, apparatus, certification fees, overhead and profit, insurance, delivery and transportation costs, and all applicable taxes (including California sales tax).

Bid prices should be based on bulk load deliveries and shall remain effective and in force for the entire Initial Purchase Order Period. Bidders must consider any anticipated cost fluctuations when preparing their bid.

The successful Bidder shall not invoice for any costs not included on the Bid/Price Form, including but not limited to fuel surcharges or other transportation costs between the supplier and the final delivery points; therefore, Bidders must insure that all costs and/or surcharges are included in their unit bid price even though the Bid/Price Form may not specifically list them.

SECTION IV.

BID CONTENT AND FORMS

A. BID FORMAT AND CONTENT

1. Presentation

Bids should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Bids shall contain the following:

- a. identification of Bidder, including name, address and telephone;
- b. proposed working relationship between Bidder and subcontractors, if applicable;
- c. acknowledgment of receipt of all NIB addenda, if any;
- d. name, title, address and telephone number of contact person during period of bid evaluation;
- e. a statement to the effect that the bid shall remain valid for a period of not less than 90 days from the date of submittal; and
- f. signature of a person authorized to bind Bidder to the terms of the bid.
- g. Material specifications (components with analysis) with typical properties.
- h. Report of Laboratory Analysis using EPA Standard Methods
- i. Material Safety Data Sheet(s)

2. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this NIB on the Bid/Price form where indicated. Bidders are cautioned that exceptions to or deviations from NIB requirements may cause their bid to be rejected as non-responsive.

3. Appendices

Information considered by Bidder to be pertinent to this NIB and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned, however, that this does not

constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a bid, Bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this NIB are currently held by Bidder and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in Bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

C. BID / PRICE FORMS

Bidder shall complete the Bid / Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Bidder's identification information including a binding signature.

Bidder shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be Net thirty (30) days. Payment due dates, including discount period, will be computed from date of City acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

All prices shall be quoted F.O.B. Destination, Corona, California.

D. MODIFICATION OF BIDS

Each Bidder shall submit its Bid in strict conformance with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

PARTY SUBMITTING BID: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the _____, [title] of _____
_____[bidder], the party making the forgoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, plotted, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Bid

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Bidder's Bid)

Number of OSHA Violations within the last 5 years (must state zero if none):

___ Serious ___ Willful ___ Repeat ___ Other ___ Unclass _____ Total

Firm Name (Print)

Signature

Name and Title (Print)

Date

INFORMATION REQUIRED OF BIDDERS
To Be Completed and Returned With Bid

[***Indicate not applicable (“N/A”) where appropriate.***]

1. Name of Bidder: _____
2. Type, if Entity: _____
3. Bidder Address: _____

4. How many years has Bidder’s organization been in business as a chemical supplier? _____
5. How many years has Bidder’s organization been in business under its present name? _____
 - 5.1 Under what other or former names has Bidder’s organization operated? _____
6. If Bidder’s organization is a corporation, answer the following:
 - 6.1 Date of Incorporation: _____
 - 6.2 State of Incorporation: _____
 - 6.3 President’s Name: _____
 - 6.4 Vice President’s Name(s): _____

 - 6.5 Secretary’s Name: _____
 - 6.6 Treasurer’s Name: _____

7. If an individual or a partnership, answer the following:
- 7.1 Date of Organization: _____
- 7.2 Name and address of all partners (state whether general or limited partnership):
- _____
- _____
- _____
8. If other than a corporation or partnership, describe organization and name principals:
- _____
- _____
9. List other states in which Bidder's organization is legally qualified to do business.
- _____
- _____
- _____
10. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
- _____
- _____
11. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:
- _____
- _____
- _____
- _____

12. Have you been or are you on any federal list of debarred or suspended bidders? If yes, state the beginning and ending dates of the period of disbarment.

13. Contact Information for Placing Orders:

Contact Person's Name: _____

Phone Number: _____

Email Address: _____

CUSTOMER EXPERIENCE/REFERENCE FORM
To Be Completed and Returned With Bid

List at least three municipal or public utility references that have purchased Cationic/Anionic Polymers and services from Bidder within the last five (5) years. Wherever possible, Bidders should provide references for customers from the same region as City.

Customer #1 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #2 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #3 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #4 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Bidder's Name _____

Signature _____

Print Name and Title _____

LOCAL BIDDER PREFERENCE PROGRAM STATEMENT
To Be Submitted With Bid

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

Local Bidder Preference Qualifications: (Bidder–provide the following information)

Bidder’s Name

Address of Bidder within City limits (a post office box does not qualify)

Bidder’s City of Corona business license number_____

I hereby certify that I qualify for the City of Corona Local Bidder Preference Program.

Signature of Bidder

BID / PRICE FORM

REQUEST FOR QUOTES:

NIB No. 18-047CA

DESCRIPTION OF NIB:

Cationic/Anionic Polymers for Potable Water and Water Reclamation Treatment

BIDDER'S NAME/ADDRESS:

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

ANNUAL PURCHASE ORDER

The initial Purchase Order Period shall be effective on or about July 1, 2018 through June 30, 2020 plus two additional two (2) year optional renewal periods, on an as-needed basis, with no guaranteed usage for Cationic/Anionic Polymers for Potable Water and Water Reclamation Treatment. Bid prices shall remain effective and in force for the entire two (2) year Initial Purchase Order Period. City reserves the right to exercise option year renewals in its sole discretion. Subsequent purchase order periods, if exercised by the City, are as follows:

First Option - Purchase Order Period July 1, 2020 through June 30, 2022

Second Option - Purchase Order Period July 1, 2022 through June 30, 2024

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two (2) year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles-Riverside-Orange County, California, (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

*No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. **A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.***

Provide Firm Fixed Price cost information in the spaces provided below and any other incidental or additional costs required to complete the Technical Specifications and General Provisions requirements. All deliveries shall be FOB Destination, Corona, CA.

Unit prices shall include all costs, including but not limited to materials, supplies, labor, equipment, certification fees, delivery, transportation, mill assessments, California sales tax, and ancillary costs for performing under the scope and specifications of this NIB.

Pricing:

Pricing submitted on the Bid Price/Form for Cationic Polymer and Anionic Polymer is firm for the term of the contract. Bidders must be sure to consider any cost fluctuations anticipated when preparing their bid.

All costs incidental to the provision of Cationic Polymer and Anionic Polymer must appear on the Bid Price/Form, including delivery costs and taxes. **Any costs invoiced that were not included on the Bid Price/Form will not be paid;** therefore, bidders must ensure that all costs are included even though the Bid Price/Form may not specifically list them, such as pallet charges, cleaning or repair charges, fuel surcharges, etc. If, during the contract year, the successful bidder contracts with any public agency within the County of Riverside at prices lower than those quoted herein, such lower prices shall be extended to the City.

This is not an all or nothing bid. The City reserves the right to award to more than one bidder or to award portions of the bid to one or more bidders.

WATER RECLAMATION:

<u>Item No.</u>	<u>Description</u>
1.	Cationic Polymer (Belt Press function) Dose rate = _____ gph _____ Pounds per day required for 24 hour operation= _____ Cost per pound \$ _____/lb 7.75% Sales Tax \$ _____/lb Total Price/lb.: \$ <u> </u> /lb
2.	Cationic Polymer (GBT function) Dose rate = _____ gph _____ Pounds per day required for 24 hour operation = _____ Cost per pound \$ _____/lb 7.75% Sales Tax \$ _____/lb Total Price/lb.: \$ <u> </u> /lb

3. Anionic Polymer (Primary Settling)
 Dose Rate = _____gph
 Pounds per day required for 24 hour operation = _____
 Cost per pound \$ _____/lb
 7.75% Sales Tax \$ _____/lb
Total Price/lb.: \$ /lb

<u>Item 1</u>	<u>Item 2</u>	<u>Item 3</u>
Source of Material _____	_____	_____
Trade or Product Name _____	_____	_____
Manufacturer of Material _____	_____	_____
# of Years Manufactured _____	_____	_____
Transportation Charges, if any\$ _____ per _____		
Additional Costs, if any: _____		

Water Reclamation Cost Effectiveness – Cationic Polymer

Bidders shall enter their Total Price per lb and Test Results where indicated in the formulas above, complete the calculations and enter the results in the spaces provided for each product.

Bidders should check their calculations before submitting their bid; the City will not be responsible for Bidder miscalculations. The City will verify all calculations based on the given formulas and the quoted price per lb. Miscalculations may affect the results of the bid. The lowest bid will have the lowest Cost Effective Values, and award shall be made based on the Cost Effectiveness Values. In the event of miscalculations by bidders, any and all recalculations after bid due date and time will be performed by City, and shall be based on the per-pound prices provided above and the test scores.

In the event that bidder intends to bid zero dollar value for any item shown in the Bid/Price Form, bidder shall enter “zero” or “0” in the space provided for price or cost. Where a spaces are provided for answers to questions, all spaces must be filled in with the appropriate answer. With the exception of “Reason(s) for No Bid”, all spaces in the Bid/Price Form shall be filled in by bidders. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

ESTIMATED CONTRACT VALUE

Summary of actual pricing: Bidders shall enter their Total Price/lb. where indicated in the following formula and calculate and enter the sum under Est. Contract Value. This value will be used by the City to determine the appropriate total contract award amount.

Est. Contract Value

Cationic (Belt Press) _____ (Pounds per hour x 24 hours X 365) = _____

Cationic (GBT) _____ (Pounds per hour x 24 hours X 365) = _____

Anionic (Primary) _____ (Pounds per hour x 24 hours X 365) = _____

POTABLE WATER TREATMENT:

<u>Item No.</u>	<u>Description</u>	<u>Shipment Quantities</u>	
4.	Cationic Polymer (water treatment) Dose rate = _____ ml/m _____ Pounds per day required for 24 hour operation = _____ Cost per pound \$ _____ /lb 7.75% Sales Tax \$ _____ /lb Total Price/lb.: \$ _____ /lb	500 - 2,000 gal	2000 - 5000 gal
5.	Cationic Polymer (gravity thickener) Dose Rate = _____ ml/m _____ Pounds per day required for 24 hour operation = _____ Cost per pound \$ _____ /lb 7.75% Sales Tax \$ _____ /lb Total Price/lb.: \$ _____ /lb		

	<u>Item 4</u>	<u>Item 5</u>
Source of Material	_____	_____
Trade or Product Name	_____	_____
Manufacturer of Material	_____	_____
# of Years Manufactured	_____	_____
Transportation Charges, if any	\$ _____ per _____	
Additional Costs, if any:	_____	

Potable Water Treatment Cost Effectiveness – Cationic Polymer

Bidders shall enter their Total Price per lb and Test Results where indicated in the formulas above, complete the calculations and enter the results in the spaces provided for each product.

Bidders should check their calculations before submitting their bid; the City will not be responsible for Bidder miscalculations. The City will verify all calculations based on the given formulas and the quoted price per lb. Miscalculations may affect the results of the bid. The lowest bid will have the lowest Cost Effective Values, and award shall be made based on the Cost Effectiveness Values. In the event of miscalculations by bidders, any and all recalculations after bid due date and time will be performed by City, and shall be based on the per-pound prices provided above and the test scores.

In the event that bidder intends to bid zero dollar value for any item shown in the Bid/Price Form, bidder shall enter “zero” or “0” in the space provided for price or cost. Where a spaces are provided for answers to questions, all spaces must be filled in with the appropriate answer. With the exception of “Reason(s) for No Bid”, all spaces in the Bid/Price Form shall be filled in by bidders. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

ESTIMATED CONTRACT VALUE

Summary of actual pricing: Bidders shall enter their Total Price/lb. where indicated in the following formula and calculate and enter the sum under Est. Contract Value. This value will be used by the City to determine the appropriate total contract award amount.

Est. Contract Value

Cationic (Water Treatment) _____ (Pounds per hour x 24 hours X 365) = _____

Cationic (Gravity Thickener) _____ (Pounds per hour x 24 hours X 365) = _____

Bidder shall complete the following required information:

1. **All or None Offer.** Bid shall be awarded on an all or none basis. Is this bid offered on an all or none basis? _____(Yes/No)
2. **Delivery.** Delivery time after receipt of order:_____ days. (No more than 3 working days for Totes and 10 working days for bulk load deliveries). Delivery will be made via (check applicable means of delivery):
 - a. Bidder's Truck ____
 - b. Commercial Truck ____
3. **Warranty Offered by Bidder.** (Bidder – you must provide the following information:)
The Bidder's Warranty for Item Offered is:
 - a. **Scope:**_____
 - b. **Term:**_____

—
4. **Warranty Offered by Manufacturer.** (Bidders must provide the following information)
The Manufacturer's Warranty for Item Offered is:
 - a. **Scope:**_____
 - b. **Term:**_____
5. **Warranty Response Time.** Indicate maximum response time after notification of warranty issue: _____hrs
6. **Exceptions / Deviations.** Indicate any and all Technical Exceptions and or Deviations to this Bid in the following space. If there are no Exceptions or Deviations, write "None". Failure to complete this section may result in rejection for non-responsiveness.

Bidder's Acknowledgement of his Understanding of the Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No. (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Have you included in your bid all informational items and forms as requested? Yes / No .
(circle one). If you answered "No", please explain: _____

This offer shall remain firm for 90 days from NIB close date.

Terms and conditions as set forth in this NIB apply to this bid.

Cash discount allowable _____ % _____ days; unless otherwise stated, payment terms are: Net
thirty (30) days.

In signing this bid, Bidder warrants that all certifications and documents requested herein are
attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this NIB. Below, please indicate
all Addenda to this NIB received by your firm, and the date said Addenda was/were received. It
is the Bidder's responsibility to ensure that all addendums are received. Failure to acknowledge
receipt of addenda may cause the City to reject the bid as non-responsive.

Verification of Addenda Received

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

EMAIL: _____